

EXECUTED

**2007 - 2008
AGREEMENT
Between
COUNTY OF MILWAUKEE
And
DISTRICT NO. 10
INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS**

**MILWAUKEE COUNTY
LABOR RELATIONS
ROOM 210, COURTHOUSE
901 NORTH NINTH STREET
MILWAUKEE, WISCONSIN 53233
414-278-4852**

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1 2007-2008
2 AGREEMENT
3 BETWEEN
4 COUNTY OF MILWAUKEE
5 AND
6 DISTRICT NO.10
7 INTERNATIONAL ASSOCIATION OF
8 MACHINISTS AND AEROSPACE WORKERS

9
10 * * * * *

11
12 This Agreement made and entered into by and between the County of Milwaukee, a
13 municipal body corporate as municipal employer, hereinafter referred to as "County" and
14 District No. 10 of the International Association of Machinists and Aerospace Workers, as
15 representative of employees who are employed by the County of Milwaukee, hereinafter
16 referred to as "Union".

17
18 W I T N E S S E T H
19

20 In consideration of the mutual covenants herein contained, the parties hereto do hereby
21 mutually agree as follows:

22 PART 1
23

24 1.01 RECOGNITION

25 The County of Milwaukee agrees to recognize and herewith does recognize District No.
26 10 of the International Association of Machinists and Aerospace Workers as the
27 exclusive collective bargaining agent on behalf of the employees of Milwaukee County in
28 accordance with the certification of the Wisconsin Employment Relations Commission,
29 Case L, No. 15909, ME-826, Decision No. 11685, in respect to wages, hours and
30 conditions of employment, pursuant to Subchapter IV, Chapter 111.70, Wisconsin
31 Statutes, as amended.

1

2 1.02 EMPLOYEE DEFINED

3 Wherever the term "employee" is used in this Agreement, it shall mean and include only
4 those employees of Milwaukee County within the certified bargaining unit represented by
5 the Union.

6

7 1.03 NON-DISCRIMINATION

8 The County shall not discriminate in any manner whatsoever against any employee or
9 applicant for employment because of race, sex, age, nationality, political or religious
10 affiliation.

11

12 The County and the Union agree that the County will take all appropriate action
13 necessary to comply with the Americans With Disabilities Act.

14

15 1.04 DURATION OF AGREEMENT

16 (1) The provisions of this Agreement shall become effective on January 1,
17 2007 unless otherwise herein provided. Unless otherwise modified or
18 extended by mutual agreement of the parties, this Agreement shall expire
19 on December 31, 2008.

20 (2) The initial bargaining proposals of the County and the Union for a
21 successor agreement shall be exchanged prior to November 1, 2008 at a
22 time mutually agreeable to the parties. Thereafter, negotiations shall be
23 carried on in an expeditious manner and shall continue until all
24 bargainable issues between the parties have been resolved.

25 (3) This timetable is subject to adjustment by mutual agreement of the parties
26 consistent with the progress of negotiations.

27

28 1.05 MANAGEMENT RIGHTS

29 The County of Milwaukee retains and reserves the sole right to manage its affairs in
30 accordance with all applicable laws, ordinances, resolutions and executive orders.

1 Included in this responsibility, but not limited thereto, is the right to determine the
2 number, structure and location of departments and divisions; the kinds and number of
3 services to be performed; the right to determine the number of positions and the
4 classifications thereof to perform such service; the right to direct the work force; the right
5 to establish qualifications for hire, to test and to hire, promote and retain employees; the
6 right to transfer and assign employees, subject to existing practices and the terms of this
7 Agreement; the right, subject to civil service procedures and the terms of this Agreement
8 related thereto, to suspend, discharge, demote or take other disciplinary action and the
9 right to release employees from duties because of lack of work or lack of funds; the right
10 to maintain efficiency of operations by determining the method, the means and the
11 personnel by which such operations are conducted and to take whatever actions are
12 reasonable and necessary to carry out the duties of the various departments and divisions.

13
14 In addition to the foregoing, the County reserves the right to make reasonable rules and
15 regulations relating to personnel policies, procedures and practices and matters relating to
16 working conditions, giving due regard to the obligations imposed by this Agreement.
17 However, the County reserves total discretion with respect to the function or mission of
18 the various departments and divisions, the budget, organization, or the technology of
19 performing the work. These rights shall not be abridged or modified except as
20 specifically provided for by the terms of this Agreement, nor shall they be exercised for
21 the purpose of frustrating or modifying the terms of this Agreement. But these rights
22 shall not be used for the purpose of discriminating against any employee or for the
23 purpose of discrediting or weakening the Union.

24
25 The County is genuinely interested in maintaining maximum employment for all
26 employees covered by this Agreement consistent with the needs of the County.

27
28 In planning to contract or subcontract work, the County shall give due consideration to
29 the interest of County employees by making every effort to insure that employees with
30 seniority will not be laid off or demoted as a result of work being performed by an
31 outside contractor.

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In the event a position is abolished or a bargaining unit employee is laid off as a result of contracting or subcontracting, the County will hold advance discussions with the Union prior to letting the contract. The Union representatives will be advised of the nature, scope of work to be performed, and the reasons why the County is contemplating contracting out work.

For the period of January 01, 2007 through December 31, 2007, there shall be no layoff of bargaining unit employees unless the State and/or Federal government fails to provide the funding mechanism and/or program dollars, or if the State and/or Federal government enact legislation limiting or prohibiting the County from maintaining current (December 31, 2006) funding levels. The County will not privatize work currently being performed by those bargaining unit employees who are current incumbents in such positions. This provision shall expire on December 31, 2007.

For the period of January 01, 2008 through December 31, 2008, the County shall not privatize bargaining unit work except the work of bargaining unit positions which are vacant on January 01, 2008 and those bargaining unit positions which are vacated by resignation or retirement, but not discharges, of bargaining unit employees between January 01, 2008 and December 31, 2008. The County will not hold open 2007 vacancies solely for the purpose of privatization of the vacancy in 2008. The County shall not reassign employees to a different work location or department/division in order to accomplish the privatization of a group of bargaining unit positions. This provision does not preclude the ability of the County to lay off members of the bargaining unit in 2008. This provision shall expire on December 31, 2008 and the language of Sections 1.04 and 2.17 of the contract shall revert to language that is stated in these sections of the 2002-2004 Memorandum of Agreement.

1 1.06 AFFIRMATIVE ACTION STATEMENT

2 The County and the Union agree to abide by all of the provisions of the Consent Order in
3 Civil Action No. 74-C-374 in the United States District Court for the Eastern District of
4 Wisconsin in Johnnie G. Jones, et al, vs. Milwaukee County, et al. The County and the
5 Union further agree that when provisions of the Agreement are in conflict with the
6 Consent Order, the provisions of the Consent Order shall be controlling.

7
8 PART 2
9

10 The provisions of this Part 2 shall become effective in accordance with Part 1 unless
11 otherwise provided.
12

13 2.01 WAGES

- 14 (1) Effective November 4, 2007 wages of bargaining unit employees
15 shall be increased by one percent (1%).
16 (2) April 6, 2008 wages of bargaining unit employees shall be
17 increased by one percent (1%).
18 (3) Effective June 29, 2008 the wages of the bargaining unit shall be
19 increased by one percent (1%).
20 (4) Effective October 5, 2008 the wages of the bargaining unit shall be
21 increased by one percent (1%).
22 (5) A two hundred fifty dollar (\$250) per employee lump sum payment, shall
23 be made to employees who have an assigned work week of twenty (20) or
24 more hours per week, and who were on the payroll as of the first pay
25 period following ratification of the 2007-2008 contract.
26 (6) Employees assigned to carry a Radio Pager during non-duty hours
27 shall be compensated an additional 50 cents per hour for all hours
28 worked during their regular schedule. Effective the pay period
29 following the date the contract is ratified by the County, employees
30 assigned to carry a Radio Pager during non-duty hours shall be

1 compensated an additional one dollar and fifty cents (\$1.50) per
2 hour for a combined total of two dollars (\$2.00) per hour for all
3 hours worked during their regular schedule. Radio Pager pay,
4 when earned, shall not be added to the employee's regular rate for
5 purposes of determining overtime pay or fringe benefits.
6 Assignment to Radio Pager duty shall be at the sole discretion of
7 the Building Superintendent.

- 8 (7) The Machinist Lead classification shall be paid ten percent (10%) above
9 the current Machinist classification.
10

11 2.02 STARTING TIMES

- 12 (1) The normal starting times, except for emergencies, shall be as follows:
13 (a) Courthouse Complex - 7 a.m. or 8 a.m.;
14 (b) House of Correction - 7:30 a.m.
15 (2) Changes to the above cited starting times as the result of non-emergency
16 situations shall be discussed with representatives of the Union and the
17 Department of Labor Relations prior to implementation.
18

19 2.03 WORK WEEK

20 The normal work week shall extend from Monday through Friday, except for emergency
21 situations where modifications may be required. Changes to the normal work week as
22 the result of non-emergency situations shall be discussed with representatives of the
23 Union and the Department of Labor Relations prior to implementation.
24

25 2.04 OVERTIME

- 26 (1) For the purpose of this section, overtime shall be defined as hours worked
27 in excess of 8 per day or forty (40) per week.
28 (2) When overtime is worked, it shall be compensated at a rate one and one-
29 half times the rate in the form of cash or compensatory time off, at the

1 discretion of the department head, for such work when it is performed
2 during non-overtime hours.

- 3 (3) No more than fifty (50) hours of compensatory time will be permitted for
4 carry-over into the succeeding year. Failure of the employee to schedule
5 time in excess of fifty (50) hours by October 15th will result in
6 management scheduling the time off for the employee. However,
7 management may buy-out a portion or all of the employees unliquidated
8 compensatory time.

9
10 2.05 OVERTIME ASSIGNMENTS

11 Whenever possible, overtime assignments shall be rotated in accordance with seniority
12 among those employees in the appropriate classification who are able to perform the
13 work.

14
15 2.06 CALL IN PAY

16 An employee called in to work outside of the employee's regularly scheduled shift shall
17 be credited with a minimum of 4 hours or the number of hours actually worked,
18 whichever is greater. Multiple call-ins shall not result in the payment of the minimum for
19 each call when more than one response is within the 4 hours until the actual hours worked
20 exceed 4 hours.

- 21 (1) Call in pay shall be paid at the rate of time and one-half when such hours
22 worked are in excess of 8 per day or 40 per week.
23 (2) Call in shall not apply to hours worked outside of an employee's regularly
24 scheduled shift where the regular shift starting time is modified to meet
25 emergency situations.

26
27 2.07 SHIFT DIFFERENTIAL

28 All employees, except those specifically enumerated in s. 17.14(6), C.G.O., where
29 applicable, shall receive a shift differential of 35 cents per hour for all hours worked
30 during shifts beginning at or after 2:30 p.m. and ending at or before 7:15 a.m.; and

1 employees whose shifts do not begin or end as indicated above shall be paid 35 cents per
2 hour for all hours worked between 6 p.m. and 7 a.m. Shift premium, when earned, shall
3 be added to the employee's regular rate for purposes of determining overtime
4 compensation.

5
6 2.08 RETIREMENT SYSTEM

7 (1) For employees hired on and after January 1, 1982, the provisions of
8 Chapter 201.24, Employee Retirement System, shall be modified as
9 follows:

10 (a) Final average salary means the average annual earnable
11 compensation for the five consecutive years of service during
12 which the employee's earnable compensation was the highest
13 or, if he should have less than five years of service, then his
14 average annual earnable compensation during such period of
15 service. Effective December 22, 2003 (pay period one of
16 2003), the word "five" in the preceding sentence shall be
17 replaced with "three".

18 (b) All pension service credit earned on and after January 1, 2001
19 shall be credited in an amount equal to 2% of the employee's
20 final average salary. For each year of service credit earned after
21 January 1, 2001, eight (8) years of service credit earned prior to
22 January 1, 2001 shall be credited at 2% of the employee's final
23 average salary. This provision shall not apply to a member of the
24 Employee's Retirement System who became a member of the
25 System on or after January 1, 1982 and as of January 1, 2001 is
26 either eligible for a deferred vested pension benefit, or is
27 receiving a pension benefit, unless such member returns to active
28 County employment and is eligible to earn additional pension
29 service credit. Said credit shall be awarded on a daily basis.

1 (c) Any employee whose last period of continuous membership began
2 on or after January 1, 1982, shall not be eligible for a deferred
3 vested pension if his employment is terminated prior to his
4 completion of five (5) years of service.

5 (d) Retention Incentive Bonus. Members of the System whose
6 membership began prior to January 1, 1982, and as of January 1,
7 2001, are either actively employed or on an approved leave of
8 absence, shall have their final average salary increased by a bonus
9 of 7.5% for each year of pension service credit earned after
10 January 1, 2001. Said bonus shall be credited on a daily basis and
11 the maximum bonus which can be added to an eligible member's
12 final average salary shall not exceed 25%. This provision shall not
13 apply to a member of the Employee's Retirement System who
14 became a member of the System prior to January 1, 1982, and as of
15 January 1, 2001 is either eligible for a deferred vested benefit
16 under 201.24 (4.5) or is receiving a pension benefit, unless such
17 member returns to active County employment on or after January
18 1, 2000 and is eligible to earn additional pension service credit.

19 (2) For employees who retire after January 1, 1986, overtime shall not be
20 included in the computation of final average salary.

21 (3) An employee-member shall be eligible for a normal pension if his
22 employment is terminated on or after he has attained age 55 and has
23 completed 30 years of service; or if his employment is terminated on or
24 after he has attained age 60 and has completed 5 years of service.

25 (4) In the event of the death of an employee-member in active service prior to
26 age 60 and after completing at least 10 years of service, his surviving
27 dependent spouse or child shall receive a survivor pension. This provision
28 shall apply to all employee-members hired on or after the effective date of
29 this Agreement.

1 (5) For all employees who are members of the Employees' Retirement System
2 as of January 1, 1971, the County shall contribute a sum equal to 6% of
3 each employee's earnings computed for pension purposes into such
4 account on behalf of each such employee. All such sums contributed in
5 addition to the contributions previously made by the employee, shall be
6 credited to the employee's individual account and be subject to the
7 provisions of the pension system as it relates to the payment of such sums
8 to such employees upon separation from service. The provisions of this
9 paragraph shall not apply to employees in the bargaining unit in the
10 following classes who were not members of the Employees' Retirement
11 System on or before the 12th day of December, 1967, or whose date of
12 hire is later than December 23, 1967:

- 13 (a) Emergency appointment, full time
- 14 (b) Emergency appointment, part time
- 15 (c) Regular appointment, seasonal
- 16 (d) Temporary appointment, seasonal
- 17 (e) Emergency appointment, seasonal

18 (6) A member of the retirement system shall be eligible for an accidental
19 disability pension pursuant to Milwaukee County Ordinances if their
20 employment is terminated prior to their normal retirement age by reason
21 of total and permanent incapacity for any duty as the natural and
22 proximate result of an accident occurring at some definite time and place
23 while in the actual performance of duty. The last payment shall be made,
24 if disability ceases prior to their normal retirement date, the first day of the
25 month in which the disability ceases.

26
27 Disability shall be considered total and permanent if the Medical Board,
28 after a medical examination of such member, shall certify that such
29 member is mentally or physically incapacitated to perform any job that
30 they are reasonably suited for by means of education, training, or

1 experience. Disability must be as a result of such service accident and
2 such incapacity is likely to be permanent. A member shall not be entitled
3 to both accidental disability pension and ordinary disability pension. A
4 member who meets the requirements for an accidental disability pension
5 shall receive an amount computed in the same manner as a normal pension
6 considering their earnable compensation and service prior to retirement
7 but no less than 60% of their final average salary.

8 (7) Employees retiring on and after December 17, 1993 shall be entitled to
9 pension service credit for military service under Section 102.24 II(10) of
10 the Employees' Retirement System as amended by the County Board of
11 Supervisors through File 85-583(a), notwithstanding the effective date
12 indicated in the amendment.

13 (8) The following shall apply only to members of the Employees' Retirement
14 System prior to January 1, 1994 and does not apply to employees who
15 become members of the Employees' Retirement System on and after
16 January 1, 1994. Members who retire on and after January 1, 1994 shall be
17 eligible for a normal pension when the age of the member when added to
18 his/her years of service equals 75, but this provision shall not apply to any
19 member eligible under 4.5 of Chapter 201, Employees Retirement System
20 of the County of Milwaukee.

21 (9) Members' who hold positions for which membership in the Employees'
22 retirement System is optional and opt for such membership, shall have
23 pension service credit earned after January 1, 2001 credited at 2%.
24 However, such service credit shall not result in a multiplier increase for
25 service credit earned prior to January 1, 2001 nor shall such service credit
26 qualify the member for a retention incentive bonus.

27 (10) SICK ALLOWANCE ON RETIREMENT

28 (a) Employees who became members of the Employees Retirement
29 System prior to January 1, 1994 shall receive full payment for all
30 accrued sick allowance hours earned before November 4, 2005 at

1 the time the employee retires. Twenty five percent (25.0%) of any
2 remaining accrued sick allowance hours earned on and after
3 November 4, 2005 shall be paid out at the employee's final hourly
4 rate of pay. For calculation purposes, sick leave earned before
5 November 4, 2005 shall be used prior to sick leave earned on and
6 after November 4, 2005 for all hours of sick leave used prior to
7 retirement. Such payment shall be made in a lump sum, and shall
8 not be included in the calculation of the employee's final average
9 salary for pension calculation purposes. Nor shall pension service
10 credit be granted in connection with the lump sum payment. The
11 payment shall have no effect on the employee's retirement date. If
12 permissible under IRS provisions, such payment shall be placed in
13 a "back drop account" in the Employees Retirement System. The
14 provisions of this section shall not apply to a member of the
15 System who is eligible for a deferred retirement benefit under
16 section 4.5 of 201.24 of the Employees' Retirement System.

17 (b) Employees who became members of the Employees Retirement
18 System on or after January 1, 1994 shall have the full value of their
19 accrued sick allowance at the time of retirement (total hours
20 accrued multiplied by the hourly rate at the time of retirement)
21 credited toward the cost of health insurance after retirement.
22 When the amount credited is exhausted, the employee or eligible
23 beneficiary may opt to continue their membership in the County
24 Group Health Benefit Program upon payment of the full monthly
25 cost as noted in Section 2.06(15). The provisions of this section
26 shall not apply to a member of the system who is eligible for a
27 deferred retirement benefit under section 4.5 of 201.24 of the
28 Employees' Retirement System.

29 (11) BACK DROP PENSION BENEFIT

30 The provisions of this section shall apply to any employee whose

1 application to retire is filed and effective after January 1, 2001 and whose
2 last period of continuous membership in the Employees' Retirement
3 System began before November 4, 2005; but shall not apply to any
4 member of the Employee Retirement System who is eligible for a deferred
5 pension benefit under 201.24(4.5). Nor shall this provision apply to any
6 employee whose membership in the Employees' Retirement System began
7 on or after November 4, 2005. Upon retirement, an eligible employee
8 may opt for a "back drop" pension benefit as follows:

9 (a) An employee may request a monthly pension benefit based on
10 accrued pension service credit and final average salary calculation
11 as of a specific date in the past which shall be referred to as the
12 "back drop date". The "back drop date" may not be prior to the
13 earliest date that the employee was eligible to retire, and shall not
14 be less than one year prior to the date the employee leaves active
15 County employment. The monthly pension benefit the employee
16 was eligible to receive as of the "back drop date" shall be referred
17 to as the "monthly drop benefit".

18 (b) The total amount of the "monthly drop benefit" payments the
19 employee would have received (plus the annual 2% pension
20 increase) between the "back drop date" and the date the employee
21 is removed from the County payroll due to actual retirement (after
22 exhausting all allowable accrued time balances as documented by
23 an ETCR form excluding sick allowance payments), plus interest
24 earnings compounded on a monthly basis equal to the pension fund
25 rate of return used by the ERS actuary for computing the County's
26 annual contribution to the system, shall be referred to as the "total
27 drop benefit".

28 (c) If the employee opts for a "back drop" pension benefit:

- 29 1. The "total drop benefit" shall be paid to the employee with
30 appropriate deductions for state and federal taxes; or if

permitted by IRS regulations, the employee may “roll over” the “total drop benefit” to an IRA; and

2. The member shall begin to receive monthly payments of the “monthly drop benefit” (plus the 2% annual pension increase).

(d) The standard pension options shall be available to an employee who opts for a “back drop benefit”, and the retention incentives incorporated into the pension benefit effective January 1, 2001 shall be included when calculating the “monthly drop benefit”.

2.09 LIFE INSURANCE

(1) The County shall provide basic Group Life Insurance coverage in accordance with Chapter 62 of the County Ordinances.

(2) (a) The amount of basic insurance coverage for each eligible employee shall be set annually on the basis of the rate for the position and step in the pay range, paid as of the first payroll period of the year in which revised salaries become effective and rounded to the next highest thousand dollars, provided however, that when the employee attains age 65 the coverage shall be reduced pursuant to the formula contained in Chapter 62.

(b) In the case of an employee becoming eligible during a calendar year, the rate paid at the date of eligibility shall determine the amount of the insurance.

(c) For an employee with an assigned work week less than 40 hours, the amount of the insurance shall be prorated.

(3) The County shall pay the full premium:

(a) For the first \$25,000 of basic coverage for eligible employees.

(b) For basic coverage in full in case of a retirement for disability.

(c) After attainment of age 65 as provided in Chapter 62.

(d) While an employee is on an approved leave-of-absence for military

- 1 service, but not to exceed a period of two years from date of entry
2 into service.
- 3 (4) The premium shall be shared by the County and the employee for basic
4 coverage above the first \$25,000 pursuant to the formula contained in
5 Chapter 62.
- 6 (a) Through payroll deductions while the employee is employed by
7 the County.
- 8 (b) In the event an employee who has exhausted accumulated sick
9 leave is placed on a leave-of-absence-without-pay status on
10 account of illness, the employee shall continue to pay the shared
11 premium during such leave for a period not to exceed one year.
12 The one year period of limitation shall begin to run on the first day
13 of the month following that during which the leave-of-absence
14 begins. An employee must return to work for a period of sixty (60)
15 calendar days without absences for illness related to the original
16 illness in order for a new 1-year limitation period to commence.
- 17 (5) The employee shall pay the full premium for the full amount of the basic
18 coverage when the employee is placed on a leave-of-absence-without-pay
19 status for any reason other than as noted in (4)(b) above.
- 20 (6) When there are not sufficient earnings to permit deducting any premiums
21 required by the employee, the insurance coverage shall lapse unless the
22 employee shall make a direct payment of such premium to the County in a
23 manner prescribed by the Department of Human Resources.
- 24 (a) Within the limits prescribed above, a person on retirement is
25 eligible for basic life insurance coverage if covered by insurance at
26 the time of retirement.
- 27 (b) Employees selecting deferred retirement shall not be eligible to
28 participate in the life insurance program.
- 29 (c) Eligible retirees shall be covered by the same premium payment
30 provisions covering eligible employees as noted above except that

1 eligible employees hired on and after January 1, 1994 may upon
2 retirement opt to continue their basic life insurance coverage as
3 noted in (a) and (b) upon payment of the full monthly premium.

- 4 (7) Employees will also be eligible to participate in the Optional Life
5 Insurance Program provided in Section 62.08 of the General Ordinances
6 of Milwaukee County. The entire cost of this additional insurance shall be
7 borne by the employee. Premium payment shall be made by way of
8 payroll deduction except for periods of unpaid leave. During such
9 periods, in order to maintain coverage pending return to paid status, the
10 employee shall make premium payments directly to the County in the
11 manner prescribed by the Department of Human Resources.

12
13 2.10 EMPLOYEE HEALTH AND DENTAL BENEFITS

- 14 (1) Health and Dental Benefits shall be provided for in accordance with the
15 terms and conditions of the current Plan Document and the Group
16 Administrative Agreement for the Milwaukee County Health Insurance
17 Plan or under the terms and conditions of the insurance contracts of those
18 Managed Care Organizations (Health Maintenance Organizations or
19 HMO) approved by the County.
- 20 (2) Eligible employees may choose health benefits for themselves and
21 their dependents under a Preferred Provider Organization (County
22 Health Plan or PPO) or HMO approved by the County.
- 23 (3) All eligible employees enrolled in the PPO or HMO shall pay a
24 monthly amount toward the monthly cost of health insurance as
25 described below:
- 26 (a) Effective July of 2006 employees enrolled in the PPO shall pay
27 seventy-five dollars (\$75.00) per month toward the monthly cost of
28 a single plan and one hundred fifty dollars (\$150.00) per month
29 toward the monthly cost of a family plan.

- (b) Effective July of 2006 employees enrolled in the HMO shall pay seventy-five dollars (\$75.00) per month toward the monthly cost of a single plan and one hundred fifty dollars (\$150.00) per month toward the monthly cost of a family plan.
- (c) All employees enrolled in the Wheaton Franciscan Direct (HMO) will pay health insurance premiums of thirty-five dollars (\$35.00) per month for single plan coverage and seventy dollars (\$70.00) per month for family plan coverage effective following ratification of the 2007-2008 contract and an open enrollment period with a target date of August 1, 2007.
- (d) All employees enrolled in the Patient Choice HMO will pay health insurance premiums of fifty dollars (\$50.00) per month for single plan coverage and one hundred dollars (\$100.00) per month for family plan coverage effective following ratification of the 2007-2008 contract and an open enrollment period with a target date of August 1, 2007.
- (e) All employees enrolled in the Patient Choice PPO will pay health insurance premiums of seventy-five dollars (\$75.00) per month for single plan coverage and one hundred fifty dollars (\$150.00) per month for family plan coverage effective following ratification of the 2007-2008 contract and an open enrollment period with a target date of August 1, 2007.
- (f) All employees enrolled in the WPS Statewide/National PPO will pay health insurance premiums of one hundred dollars (\$100.00) per month for single plan coverage and two hundred dollars (\$200.00) per month for family plan coverage effective following ratification of the 2007-2008 contract and an open enrollment period with a target date of August 1, 2007.
- (g) The County and the Union agree to reopen the 2007 – 2008 contract to negotiate the implementation of a Wellness and Disease

1 Management Program if the County implements a Wellness and
2 Disease Management Program with any of its other bargaining
3 units during 2008.

4 (h) The appropriate payment shall be made through payroll deductions.
5 When there are not enough net earnings to cover such a required
6 contribution, and the employee remains eligible to participate in a
7 health care plan, the employee must make the payment due within
8 ten working days of the pay date such a contribution would have
9 been deducted. Failure to make such a payment will cause the
10 insurance coverage to be canceled effective the first of the month
11 for which the premium has not been paid.

12 (i) The County shall deduct employees' contributions to health
13 insurance on a pre-tax basis pursuant to a Section 125 Plan. Other
14 benefits may be included in the Section 125 Plan as mutually agreed
15 upon by the County and the Union. Such agreement would be by
16 collateral agreement to this contract.

17 (j) The County shall establish and administer Flexible Spending
18 Accounts (FSA's) for those employees who desire to pre-fund their
19 health insurance costs as governed by IRS regulations. The County
20 retains the right to select a third party administrator.

21 (4) In the event an employee who has exhausted accumulated sick leave
22 is placed on leave of absence without pay status on account of illness,
23 the County shall continue to pay the monthly cost or premium for the
24 Health Plan chosen by the employee and in force at the time leave of
25 absence without pay status is requested, if any, less the employee
26 contribution during such leave for a period not to exceed one (1) year.
27 The 1-year period of limitation shall begin to run on the first day of
28 the month following that during which the leave of absence begins.
29 An employee must return to work for a period of sixty (60) calendar
30 days with no absences for illness related to the original illness in order

1 for a new 1-year limitation period to commence.

2 (5) Where both husband and wife are employed by the County, either the
3 husband or the wife shall be entitled to one family plan. Further, if the
4 husband elects to be the named insured, the wife shall be a dependent
5 under the husband's plan, or if the wife elects to be the named insured, the
6 husband shall be a dependent under the wife's plan. Should neither party
7 make an election the County reserves the right to enroll the less senior
8 employee in the plan of the more senior employee.

9 (6) Coverage of enrolled employees shall be in accordance with the monthly
10 enrollment cycle administered by the County.

11 (7) Eligible employees may continue to apply to change their health plan to
12 one of the options available to employees on an annual basis. This open
13 enrollment shall be held at a date to be determined by the County and
14 announced at least forty-five (45) days in advance.

15 (8) The County shall have the right to require employees to sign an
16 authorization enabling non-County employees to audit medical and dental
17 records. Information obtained as a result of such audits shall not be
18 released to the County with employee names unless necessary for billing,
19 collection, or payment of claims.

20 (9) The County reserves the right to terminate its contracts with its health
21 plans and enter into a contract with any other administrator. The County
22 may terminate its contract with its current health plan administrator and
23 enter into a replacement contract with any other qualified administrator or
24 establish a self-administered plan provided:

25 (a) That the cost of any replacement program shall be no greater to
26 individual group members than provided in par. (3) above
27 immediately prior to making any change.

28 (b) That the coverages and benefits of such replacement program shall
29 remain the same as the written Plan Document currently in effect
30 for employees and retirees.

1 (c) Prior to a substitution of a Third Party Administrator (TPA)
2 or implementing a self-administered plan, the County agrees to
3 provide the Association with a full 60 days to review any new plan
4 and/or TPA.

5 (10) The County reserves the right to establish a network of Preferred
6 Providers. The network shall consist of hospitals, physicians, and other
7 health care providers selected by the County. The County reserves the
8 right to add, modify or delete any and all providers under the Preferred
9 Provider Network.

10 (11) Upon the death of any retiree, only those survivors eligible for health
11 insurance benefits prior to such retiree's death shall retain continued
12 eligibility for the Employee Health Insurance Program.

13 (12) Employees hired on and after January 1, 1994 may upon retirement opt to
14 continue their membership in the County Group Health Benefit Program
15 upon payment of the full monthly cost.

16 (13) All eligible employees enrolled in the PPO shall have a deductible equal to
17 the following:

18 (a) The in-network deductible shall be one hundred fifty dollars
19 (\$150.00) per insured, per calendar year; four hundred fifty dollars
20 (\$450.00) per family, per calendar year.

21 (b) The out-of-network deductible shall be four hundred dollars
22 (\$400.00) per insured, per calendar year; one thousand two
23 hundred dollars (\$1,200.00) per family, per calendar year.

24 (14) All eligible employees and/or their dependents enrolled in the PPO shall
25 be subject to a twenty dollar (\$20.00) in-network office visit co-payment
26 or forty dollar (\$40.00) out-of-network office visit co-payment for all
27 illness or injury related office visits. The in-network office visit co-
28 payment shall not apply to preventative care, which includes prenatal,
29 baby-wellness, and physicals, as determined by the plan.
30

1 (15) All eligible employees and/or their dependents enrolled in the PPO shall
2 be subject to a co-insurance co-payment after application of the deductible
3 and/or office visit co-payment.

4 (a) The in-network co-insurance co-payment shall be equal to ten
5 percent (10.00%) of all charges subject to the applicable out-of-
6 pocket maximum,

7 (b) The out-of-network co-insurance co-payment shall be equal to
8 twenty percent (20.00%) of all charges subject to the applicable
9 out-of-pocket maximum,

10 (16) All eligible employees enrolled in the PPO shall be subject to the
11 following out-of-pocket expenses including any applicable deductible and
12 percent co-payments to a calendar year maximum of

13 (a) one thousand five hundred dollars (\$1,500.00) in-network under a
14 single plan.

15 (b) two thousand five hundred dollars (\$2,500.00) in-network under a
16 family plan.

17 (c) three thousand dollars (\$3,000.00) out-of-network under a single
18 plan.

19 (d) five thousand dollars (\$5,000.00) out-of-network under a family
20 plan.

21 (e) Office visit co-payments are not limited and do not count toward
22 the calendar year out-of-pocket maximum(s).

23 (f) Charges that are over usual and customary do not count toward the
24 calendar year out-of-pocket maximum(s).

25 (g) Prescription drug co-payments do not count toward the calendar
26 year out-of-pocket maximum(s).

27 (h) Other medical benefits not described in 16 (e), (f), and (g) shall be
28 paid by the County at 100% after the calendar year out-of-pocket
29 maximum(s) has been satisfied.
30

- 1 (17) All eligible employees and/or their dependents enrolled in the PPO shall
2 pay a fifty dollar (\$50.00) emergency room co-payment in-network or out-
3 of-network. The co-payment shall be waived if the employee and/or their
4 dependents are admitted directly to the hospital from the emergency room.
5 In-network and out-of-network deductibles and co-insurance percentages
6 apply.
- 7 (18) All eligible employees enrolled in the PPO or HMO shall pay the
8 following for a thirty (30) day prescription drug supply at a participating
9 pharmacy:
- 10 (a) Five dollar (\$5.00) co-payment for all generic drugs.
- 11 (19) All eligible employees and/or their dependents enrolled in the HMO shall
12 be subject to a ten dollar (\$10.00) office visit co-payment for all illness or
13 injury related office visits. The office visit co-payment shall not apply to
14 preventative care. The County and/or the plan shall determine
15 preventative care.
- 16 (20) All eligible employees and/or their dependents enrolled in the HMO shall
17 pay a one hundred dollar (\$100.00) co-payment for each in-patient
18 hospitalization. There is a maximum of five (5) co-payments per person,
19 per calendar year.
- 20 (21) All eligible employees and/or their dependents enrolled in the HMO shall
21 pay fifty percent (50.0%) co-insurance on all durable medical equipment
22 to a maximum of fifty dollars (\$50.00) per appliance or piece of
23 equipment.
- 24 (22) All eligible employees and/or their dependents enrolled in the HMO shall
25 pay a fifty dollar (\$50.00) emergency room co-payment (facility only).
26 The co-payment shall be waived if the employee and/or their dependents
27 are admitted to the hospital directly from the emergency room.
- 28 (23) All eligible employees and/or their dependents Benefits for the in-patient
29 and out-patient treatment of mental and nervous disorders, alcohol and
30 other drug abuse (AODA) are as follows:

- 1 (a) If the employee and the dependent use an in-patient PPO facility,
2 benefits are payable at eighty percent (80.0)% of the contracted
3 rate for thirty (30) days as long as the PPO approves both the
4 medical necessity and appropriateness of such hospitalization.
- 5 (b) If the employee and the dependent use a non-PPO facility, benefits
6 are payable at fifty percent (50.0%) of the contracted rate for a
7 maximum of thirty (30) days. The hospitalization is still subject to
8 utilization review for medical necessity and medical
9 appropriateness.
- 10 (c) The first two (2) visits of outpatient treatment by network
11 providers will be reimbursed at one hundred percent (100.0)% with
12 no utilization review required. Up to twenty five (25) further visits
13 for outpatient treatment when authorized by the PPO, will be
14 reimbursed at ninety five percent (95.0%) of the PPO contracted
15 rate. In addition, when authorized by the PPO, up to thirty (30)
16 days per calendar year, per insured, of day treatment or partial
17 hospitalization shall be paid at ninety five percent (95.0)% of the
18 contracted rate for all authorized stays at PPO facilities.
- 19 (d) The first fifteen (15) visits of out-patient treatment authorized by
20 the PPO but not provided by a PPO provider shall be paid at fifty
21 percent (50.0%) of the contracted rate for all medically necessary
22 and appropriate treatment as determined by the PPO. When
23 authorized by the PPO, up to thirty (30) days per calendar year, per
24 insured, of day treatment or partial hospitalization shall be paid at
25 fifty percent (50.0%) of the contracted rate for all authorized stays
26 at non-PPO facilities.
- 27 (24) Each calendar year, the County shall pay a cash incentive of five hundred
28 dollars (\$500.00) per contract (single or family plan) to each eligible
29 employee who elects to dis-enroll or not to enroll in a Milwaukee County
30 Health Plan. Any employee who is hired on and after January 1 and who

1 would be eligible to enroll in health insurance under the present County
2 guidelines who chooses not to enroll in a Milwaukee County health plan
3 shall also receive five hundred dollars (\$500.00). Proof of coverage in a
4 non-Milwaukee County group health insurance plan must be provided in
5 order to qualify for the five hundred dollars (\$500.00) payment. Such
6 proof shall consist of a current health enrollment card.

7 (a) The five hundred dollars (\$500.00) shall be paid on an after tax
8 basis. When administratively possible, the County may convert
9 the five hundred dollars (\$500.00) payment to a pre-tax credit
10 which the employee may use as a credit towards any employee
11 benefit available within a flexible benefits plan.

12 (b) The five hundred dollars (\$500.00) payment shall be paid on an
13 annual basis by payroll check no later than April 1st of any given
14 year to qualified employees on the County payroll as of January
15 1st. An employee who loses his/her non-Milwaukee County group
16 health insurance coverage may elect to re-join the Milwaukee
17 County Conventional Health Plan. The employee would not be
18 able to re-join an HMO until the next open enrollment period. The
19 five hundred dollars (\$500.00) payment must be repaid in full to
20 the County prior to coverage commencing. Should an employee
21 re-join a health plan he/she would not be eligible to opt out of the
22 plan in a subsequent calendar year.

23 (25) The County shall implement a disease management program. Such
24 program shall be designed to enhance the medical outcome of a chronic
25 illness through education, treatment, and appropriate care. Participation in
26 the program by the patient shall be strictly voluntary, and the patient can
27 determine their individual level of involvement. Chronic illness shall be
28 managed through a variety of interventions, including but not limited to
29 contacts with patient and physician, health assessments, education

1 materials, and referrals. The County shall determine all aspects of the
2 disease management program.

3 (26) The County shall provide a Dental Insurance Plan equal to and no less
4 than is currently available to employees. Bargaining unit employees hired
5 on or after May 20, 1990 and each eligible employee enrolled in the
6 Milwaukee County Dental Benefit Plan shall pay two dollars (\$2.00) per
7 month toward the cost of a single plan, or six dollars (\$6.00) per month
8 toward the cost of a family plan. Employees may opt not to enroll in the
9 Dental Plan.

10 (27) If the County voluntarily agrees to more favorable health insurance terms
11 with any other Milwaukee County union, either the County shall pass the
12 more favorable terms on to the Union, effective the same date as the other
13 union(s); or the County and the Union shall reopen the agreement to
14 negotiate changes to the health insurance benefits. The parties must
15 mutually agree on which option to use.

16
17 2.12 VACATION

18 (1) Effective January 1, 2002 employees shall receive annual leave with pay
19 to serve as vacation in accordance with the following schedule, based
20 upon years of continuous service.

21 After 1 year - 80 hours

22 After 5 years - 120 hours

23 After 10 years - 160 hours

24 After 15 years - 200 hours

25 After 20 years - 240 hours

26 (2) Whenever possible, vacations shall be granted at the time requested by the
27 employee. Approval of vacation requests shall be based on countywide
28 seniority subject to existing practices.

1 2.13 HOLIDAYS-PERSONAL DAYS

2 (1) All regular full time employees shall receive 24 hours leave per year
3 known as "personal hours" in addition to earned leave by reason of
4 vacation, accrued holidays and compensatory time.

5 (2) Regular full time employees shall accrue personal hours during their first
6 fractional calendar year of employment as follows:

7	Hours Accrued in Initial	
8	<u>Date of Hire</u>	<u>Fractional Calendar Year</u>
9	On or before April 30	24 hours
10	May 1 to August 31	16 hours
11	September 1 and thereafter	8 hours

12 (3) Personal hours may be taken at any time during the calendar year in which
13 they are accrued, subject to the approval of the department head.
14 Supervisory personnel shall make every reasonable effort to allow
15 employees to make use of personal hours as the employee sees fit, it being
16 understood that the purpose of such leave is to permit the employee to be
17 absent from duty for reasons which are not justification for absence under
18 other existing rules relating to leave with pay.

19 (4) Whenever possible, requests to liquidate personal hours, holidays or
20 compensatory time shall be granted subject to existing practices. In case
21 of conflict, the employee with the greater countywide seniority shall be
22 granted the day off.

23 (5) The following days of each year are holidays:
24 January 1; the third Monday in February; the last Monday in May; July 4;
25 November 11; the 4th Thursday in November; December 25; the day
26 appointed by the Governor as Labor Day; and the day of holding the
27 general election in November in even numbered years, and the third
28 Monday in January.

- 1 (6) Employees who are required to work on a holiday or whose off day falls
2 on a holiday, shall accrue an equivalent amount of compensatory time for
3 liquidation during the following 13 pay periods.
- 4 (7) A holiday falling on a Saturday shall be observed on the preceding
5 scheduled workday and a holiday falling on a Sunday shall be observed on
6 the following scheduled workday.
- 7 (8) Effective January 1, 2002, the fourth Friday in November shall be
8 considered a minor holiday.

9

10 2.14 SICK LEAVE

- 11 (1) All officers and employees who are compensated on a biweekly or annual
12 basis and are required to work half time or more, and all hourly employees
13 who are customarily employed 40 hours in each calendar week, may be
14 given leave of absence with pay for illness of 3.7 hours for each pay
15 period, or a proportionate credit for employees who regularly work less
16 than 40 hours per week; provided, however, that such credit shall be
17 canceled for each pay period in which the employee is absent without pay
18 for more than 3/8 of the required hours except absences due to disability in
19 line of duty or leave for military service; and further provided that:
- 20 (a) Reasons for the absence and the good faith of the employee in
21 taking such leave shall be supported by such reasonable evidence
22 as may be required by the appointing authority including a
23 physician's certificate, personal affidavit, or by other means; and
- 24 (b) That when the illness of an employee is such as may make it
25 necessary to take leave of absence of more than 3 days, a statement
26 shall be made to the appointing authority in writing from a licensed
27 physician or from an authorized Christian Science practitioner,
28 stating the period of time the employee was unable to work
29 because of illness.
- 30 (2) In addition to other causes set forth in s. 17.18(4), C.G.O., sick leave may
31 be taken for the purpose of enabling employees to receive non-emergency

1 medical attention during duty hours after a good faith effort has been made
2 to schedule such appointment during off duty time. Such leave may be
3 allowed for scheduled appointments for any type of medical or dental care.
4

5 This modification in the use of sick leave recognizes the current difficulty
6 encountered in attempting to schedule non-emergency medical treatment
7 during an employee's off duty hours. Because of the nature of the
8 treatment or examination for which sick leave is allowed for these
9 purposes, such absences are predictable. In order to be excused from duty
10 for the type of medical treatment or examination contemplated herein, the
11 practitioner treating the employee shall provide the employee with written
12 notice setting forth the date and time of the employee's appointment,
13 which notice shall be filed with the employee's supervisor.
14

15 Excused time charged against sick leave for these purposes shall be
16 limited to a maximum of 3 hours per incident including travel between the
17 employee's work site and the place of his appointment.
18

19 2.15 BEREAVEMENT LEAVE

- 20 (1) Paid leave in accordance with the following formula shall be granted to
21 employees with more than six months of service having sufficient accrued
22 sick leave from which such leave shall be deducted.

23 Immediate Family of Employee: Husband, wife, child, brother, sister,
24 parents or foster parents, brother-in-law and sister-in-law, mother-in-law,
25 father-in-law.

26 Critical Illness 3 days

27 Death 3 days plus travel time

28 Wedding 1 day

29 Immediate Family of Spouse: Brother, sister, parents or child of
30 employee's spouse, sister-in-law or brother-in-law of spouse.

1 Critical Illness 1 day
2 Death 1 day plus travel
3 Wedding No provision
4 Other Close Relatives: Aunt, uncle, first cousin, niece, nephew or
5 grandparents of employee or spouse, grandchildren.

6 Critical Illness 1 day
7 Death 1 day plus travel
8 Wedding No provision

9 Other Causes for Excused Time:

10 Funeral of fellow worker 1/2 day if approved by Department Head

11 (2) Whenever the funeral occurs outside Milwaukee or its vicinity, travel time
12 may be allowed as follows:

13 Up to 75 miles None
14 Between 75 - 150 miles 1 day
15 Over 150 miles 2 days

16 (3) The following policies will be formalized:

- 17 (a) Where one day is authorized, it must be taken on the day of
18 the funeral.
- 19 (b) Where more than one excused day is allowed, such days must be
20 consecutive calendar days, one of which is the date of the funeral.
- 21 (c) Where travel time is allowed, one travel day must precede the
22 funeral and one travel day must follow the funeral day.
- 23 (d) Scheduled off-days shall be considered as part of the total funeral
24 leave allowed when such off-days fall within permissible
25 bereavement leave days when such days are considered
26 consecutively. Scheduled vacation days falling within the
27 bereavement period may be rescheduled for liquidation during the
28 remainder of the year.

29

1 2.16 LEAVES OF ABSENCE WITHOUT PAY

- 2 (1) Leaves of absence without pay not exceeding 30 calendar days shall be granted
3 for good reason to any employee with the approval of his department head.
4 Such approval shall not be unreasonably withheld. Requests for such leaves
5 shall be made by the employee as far as possible in advance of the date on which
6 such leave is to begin. Employees shall be reinstated to their former positions
7 upon return from leave.
- 8 (2) Prior to the commencement of the leave of absence, the employee shall sign the
9 leave of absence form and be furnished with a signed approved copy thereof
10 indicating the dates on which such leave begins and ends. In those cases where
11 the employee is not on duty prior to the commencement of the leave, the leave
12 of absence form shall be forwarded to him by certified mail for signature. The
13 employee shall sign such form and return it to the department head for his
14 approval, a signed approved copy of which shall be returned to the employee by
15 certified mail.
- 16 (3) In the event the employee is unable to return from such leave as
17 scheduled, he shall notify his department head to that effect as soon as
18 circumstances come to his attention. The employee shall advise the
19 department of the date on which he is expected to be able to return to
20 work. The period of time between the expiration of the first 30 days of
21 leave of absence without pay and the employee's return to duty shall not
22 be considered additional leave without pay unless prior approval of the
23 Civil Service Commission is obtained.
- 24 (4) Upon return, the employee shall provide evidence acceptable to his
25 department head verifying the cause of his failure to return as scheduled.
26 The acceptability of the employee's excuse shall be subject to the
27 reasonable evaluation of the department head.
- 28 (5) Failure to return from a leave of absence upon the expiration of such leave
29 shall be grounds for discharge.
- 30 (6) Leaves of absence without pay in excess of 30 days require the prior
31 approval of the Civil Service Commission.

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2.17 UNIFORM ALLOWANCE

Effective January 1, 1998, full time employees having completed one year of service who are required to wear a uniform, shall be paid a uniform allowance of \$185.00 on a one-twelfth (1/12) pro-rata basis and effective January 1, 1999, a uniform allowance of \$200.00 on a one-twelfth (1/12) pro-rata basis.

2.18 TOOL ALLOWANCE

Effective January 1, 1998, full time employees having completed one year of service shall be paid an annual tool allowance of \$175.00 on a one-twelfth (1/12) pro-rata basis and effective January 1, 1999 annual tool allowance of \$200 on a one-twelfth (1/12) pro-rata basis.

2.19 SENIORITY DEFINED

- (1) For all purposes where it applies, seniority shall be measured by the length of an employee's continuous full time service with Milwaukee County including temporary employment. Seniority for employees with continuous but less than full time service shall be measured by the total straight time hours paid. Employees with the same hiring date shall be placed on the seniority list in numerical order based on the last 4 digits of the social security number, with the highest number being the most senior.
- (2) Continuous employment shall be interrupted and seniority shall be measured from the most recent date of hire under the following circumstances:
 - (a) An employee who resigns employment with the County and is not reinstated to County employment within 30 days of the effective date of such resignation.
 - (b) An employee is discharged and is not reinstated to County employment pursuant to an appeal of such discharge.

1 2.20 FIRST AID

2 The County recognizes its responsibility to provide adequate first aid as expeditiously as
3 possible to employees who are injured on County premises and are in need of medical
4 attention.
5

6 2.22 INJURY OR ILLNESS IN LINE OF DUTY

7 Milwaukee County shall comply with the provisions of all pertinent Workers
8 Compensation Laws and the Americans with Disabilities Act. The County shall
9 promulgate and distribute procedures to be followed when an employee is injured or
10 becomes ill in the line of duty. Such procedures shall be provided to the union and
11 included in the County administrative manual.
12

13 2.24 TRANSFER POLICY

14 (1) Transfer Priorities - When a job vacancy occurs, employees holding the
15 same classification requesting a transfer shall be given consideration in
16 filling an opening prior to the job being filled in any other manner.

17 (2) Interdepartmental Transfers –

18 (a) Employees desiring a transfer to a position in the same
19 classification but in a different department shall submit a request in
20 writing to the Department of Human Resources which shall
21 maintain a master file by classification of all interdepartmental
22 transfer requests. When a vacancy occurs in a department, the
23 Director of Human Resources shall certify 10 names from the
24 eligible list for that classification to the department head in
25 accordance with s.63.05 of the Wisconsin Statutes, together with
26 those on the transfer list in that classification.

27 (b) Fitness being substantially equal, the most senior employee
28 having a request on file shall be appointed to fill the vacancy.
29 An employee seeking a transfer shall not be denied a transfer
30 by the appointing authority in the department from which the
31 employee is seeking a transfer.

1 (c) An employee transferring within classification to another
2 department shall have a 30-day trial period to determine
3 ability to perform the job and desirability to remain on the job.
4 If within 30 days an employee does not successfully complete
5 the trial period or desires to return to his former position, he
6 shall be permitted to return to the former position from which
7 he was transferred in the event such position remains vacant.
8 If such position has been filled, he shall return to any vacant
9 position in his classification in the department from which he
10 transferred. If no such vacancy exists, the employee may
11 remain where he is and may request a transfer to any other
12 department in the County service or will be transferred back to
13 the first vacancy in his classification in the department from
14 which he transferred.

15 (d) When an employee does not successfully complete his trial
16 period and is returned to his former position or to another
17 position in his classification, he shall do so with full seniority
18 and whenever practicable shall be returned to the same shift.

19 (e) Whenever the most senior employee is denied a transfer or the
20 transferred employee does not successfully complete the trial
21 period, the reason for denial or non-completion shall be made
22 known to him in writing by the appointing authority.

23 (3) Involuntary Transfer - When it becomes necessary that an employee be
24 transferred from an area, section, or department, the least senior employee
25 in the affected classification shall be transferred first. An employee
26 transferred by the County from an area, section, or department shall return
27 to a position in the same classification in his original department when a
28 vacancy occurs if he so requests. When two or more employees are
29 transferred, the most senior employee shall return to his department and
30 classification first, if he so requests. The County may transfer employees

temporarily by seniority within classification from one department, which is overstaffed, to another department which is experiencing excessive workloads which it cannot meet with its existing staffing.

2.25 CERTIFICATION

Employees certified for regular appointments to positions from established eligible lists shall either accept or decline the appointment. Any employee who rejects an appointment shall be removed from such list of eligibles.

2.26 PROMOTION

- (1) Merit and fitness affecting the ability of an employee to perform the duties of the office or position being equal, the most senior employee shall be appointed. Whenever the most senior employee certified from the promotional eligible register is denied the appointment, the reason for denial shall be made known to him in writing by the appointing authority.
- (2) Employees who do not successfully complete their probationary period in the promotional position or who desire to return to their former classifications shall be permitted to return to the position from which they were promoted in the event such position remains vacant; and if such position has been filled, the County will make every reasonable effort to place such employee in another position within the classification from which he was promoted, or if no such vacancy exists, to a position in a title and pay range lower than that from which he was promoted. Employees not returned to their former classification because no vacancy exists shall be placed on the appropriate reinstatement list.
- (3) When an employee does not successfully complete his promotional probation and is returned to his former classification, he shall do so with full seniority and, whenever practicable, shall be returned to the same shift.

1 2.28 EMPLOYEE PARKING

- 2 (1) The County will eliminate any charge for parking to employees using
3 County-owned or controlled parking lots, except the Courthouse Annex.
4 The County shall make every reasonable effort to secure such lots against
5 theft and vandalism in a manner consistent with location and type of
6 facility.
- 7 (2) The foregoing paragraph shall not apply to any County-owned or
8 controlled lot available for use to the general public for which parking fees
9 have been established.
- 10 (3) Unit employees shall abide by metered or posted parking restrictions.

11
12 2.29 LAYOFF AND RECALL

- 13 (1) The Department of Human Resources will make every reasonable effort to
14 place employees who would be affected by a layoff in order of their
15 seniority into comparable positions where vacancies exist. Where such
16 vacancies exist, employees will be required to accept such placement.
- 17 (2) The classifications of Machinist and Machinist Lead shall be considered a
18 single classification for purposes of layoff. Layoffs shall be made on a
19 county-wide basis in the inverse order of total county-wide seniority.
- 20 (3) Employees on emergency or temporary appointment in the affected
21 classifications shall be terminated prior to the layoff of employees on
22 regular appointment.
- 23 (4) Employees on layoff shall be recalled to vacancies in the classification
24 previously held in the inverse order of layoff.

25
26 2.30 MILITARY LEAVE

- 27 (1) Employees holding regular civil service status who are required to take
28 periods of training for the purpose of retaining status as members in
29 organized units of the Reserve Corps of the Army, Navy, Air Force,
30 Marine Corps, Coast Guard, and the National Guard, and who are ordered

1 to active duty, may be granted leave of absence upon submission of
2 evidence of receipt of competent orders.

3 (2) Employees shall have the option to receive full County pay during such
4 leave or to retain military pay. Employees choosing to be compensated by
5 the County shall submit their military base pay to the County.

6 (3) Paid leave of absence for this purpose shall not exceed 15 days per year.

7 (4) Rule VIII Section 2(d) of the Rules of the Civil Service Commission shall
8 apply to employees returning from military leave.

9
10 2.31 DEFERRED COMPENSATION

11 Bargaining unit employees shall be permitted to participate in Milwaukee County's
12 Deferred Compensation Program. Milwaukee County reserves the unilateral right to
13 select the Plan Administrator and/or change the Plan Administration.

14
15 2.32 WEEKEND DIFFERENTIAL

16 Employees shall be paid a weekend differential of 25 cents per hour for all hours worked
17 between 6:30 A.M. Saturday and 7:15 A.M. Monday effective on and after the
18 ratification of this agreement.

19
20 2.33 CORPORATE TRANSIT PASS PROGRAM

21 Upon implementation of the Corporate Transit Pass Program by Milwaukee County,
22 Milwaukee County agrees to offer the program to the members of the Union. The
23 program would be identical to the Milwaukee County Transit System Corporate Pass
24 Program in which the cost of a weekly pass, \$10.50 per week, is discounted 20% from an
25 annual fee of \$525 (for 50 weeks) to \$420. The County, as the employer would pay
26 \$240, or \$20 per month, per employee toward the cost of the pass, while the employee
27 would be charged \$180, or \$15 per month.

PART 3

3.01 LEAVES OF ABSENCE FOR UNION BUSINESS

(1) Employees may be granted leaves of absence without pay at the request of the Union and endorsed by the employee on the following terms and conditions:

(a) Request for such leave shall be in writing and shall be submitted to the appropriate appointing authority. No such leave shall be taken without the consent of the appointing authority which consent shall not be unreasonably withheld.

(b) Except for leaves of absence for periods of 10 days or less, not more than three employees shall be on such leave at any one time, nor shall more than one employee from any single department be permitted to take such leave for more than 10 days.

(c) Employees on such leave shall be treated for payroll purposes as employees on leave without pay for any other reason, except when such leave is for 10 days or less the employee shall forfeit pay only equivalent to actual time lost and shall return to work as though his service had not been interrupted.

(d) Employees on such leave for periods in excess of 60 days shall give 15 days' written notice of their intention to return to work.

3.02 BARGAINING TIME

Employees serving as members of the Union bargaining committee shall be paid their normal base rate for all hours spent in contract negotiations carried on during their regular workday. Effort shall be made to conduct negotiations during non-working hours to the extent possible, and in no case shall such meetings be unnecessarily protracted. Employees released from duty for negotiations shall be allowed reasonable travel time between their work site and meeting locations.

1 3.03 UNION VOTES

2 Employees shall not leave their work stations to participate in Union referenda, such as
3 contract ratification votes, unit determination votes, strike votes and the like, without the
4 consent of management, which consent shall not be unreasonably withheld.

6 3.04 SAFETY PROGRAM

7 The Union and the County mutually agree that employees' safety is of primary concern
8 and that every effort shall be made to promote safe equipment, safe work habits and safe
9 working conditions.

11 3.06 FAIR SHARE AGREEMENT

12 (1) Effective in accordance with the provisions of par. (4) of this section, and
13 each pay period thereafter during the term of the current collective
14 bargaining Agreement between the parties, and unless otherwise
15 terminated as hereinafter provided, the employer shall deduct from the
16 biweekly earnings of the employees specified herein an amount equal to
17 such employee's proportionate share of the cost of the collective
18 bargaining process and contract administration as measured by the amount
19 of dues uniformly required of all members, and pay such amount to the
20 treasurer of the certified bargaining representative of such employee
21 within 10 days after such deduction is made, provided:

22 (a) That as to persons in the employ of the employer as of the
23 effective date of this agreement, such deduction shall be made
24 and forwarded to the treasurer of the certified bargaining
25 representative from the biweekly earnings of all bargaining
26 unit employees.

27 (b) That such deduction shall be made and forwarded to the
28 treasurer of the certified bargaining representative from the
29 biweekly earnings of new bargaining unit employees from
30 first pay period earnings.

1 (c) In order to insure that any such deduction represents the
2 proportionate share of each employee in the bargaining unit of
3 the cost of collective bargaining and contract administration, it
4 is agreed as follows:

- 5 1. That prior to the implementation of the Agreement,
6 District No. 10, International Association of Machinists
7 and Aerospace Workers, shall submit to the County a
8 schedule of monthly dues uniformly levied.
- 9 2. Any increase in dues or fair share amounts to be deducted
10 shall be certified by the Union at least 15 days before the
11 start of the pay period the increased deduction is to be
12 effected. The Union shall not request more than two
13 changes in the dues or fair share structure in any calendar
14 year. Prior to implementation, the Union shall consult with
15 the Payroll Department Supervisor to insure that the
16 proposed modifications are compatible with current
17 computer capacity and programming. The County shall not
18 be required to implement any change in the dues structure
19 which does not meet these criteria.
- 20 3. The Union agrees that no funds collected from non-
21 members under this fair share agreement will be allocated
22 for, or devoted directly or indirectly to, the advancement of
23 the candidacy of any person for any political office.

24 (2) There shall be no lockout of County employees. In the event that during
25 the continuance of its recognition, District No. 10, International
26 Association of Machinists and Aerospace Workers, its officers, agents or
27 employees, or any of its members acting individually or in concert with
28 one another, engage in or encourage any Union-authorized strike or work
29 stoppage against the County, including any of its departments and/or
30 agencies, the deductions and payments of fair share contributions made in

1 accordance with this agreement shall be terminated forthwith by the
2 County. Thereafter, for a period of one year, measured from the date of
3 the onset of such strike or work stoppage, no deductions whatever shall be
4 made from the earnings of any employee who has not filed a voluntary
5 dues checkoff card, nor shall any payment whatever be made to the
6 Treasurer of District No. 10, International Association of Machinists and
7 Aerospace Workers, on account of such fair share agreement
8 contributions.

9 (3) In the case of an unauthorized strike, work stoppage, slowdown, or other
10 interference with any phase of the County's operation by Union members,
11 the County will notify the Union officials in writing of such occurrence.
12 The Union shall, as promptly as possible, denounce the strike, work
13 stoppage, slowdown or other interference with any phase of the County's
14 operation and order its members to return to work. Good faith compliance
15 with these requirements will stay the effect of par. (2). Failure on the part
16 of the Union to immediately denounce the strike, work stoppage,
17 slowdown or other interference with County operations, and/or to order its
18 members back to work, shall constitute an admission on the Union's part
19 that such strike, work stoppage, slowdown or other interference with
20 County operations is authorized.

21 (4) In the event the provisions of this fair share agreement are successfully
22 challenged by any person affected thereby, and it is determined by an
23 administrative body or a court of competent jurisdiction that the
24 deductions made pursuant to the provisions hereof are in any manner in
25 conflict with the rights of the challenging party as those rights are affected
26 by Ch. 63, Stats., or other provisions of law applicable to public
27 employment, which determination results in an order or judgment against
28 Milwaukee County requiring that it repay to the challenging party and/or
29 to any or all members of the class represented by such challenging party
30 such sums as have been deducted from their earnings in accordance with

1 the provisions hereof, the Union agrees to indemnify the County in full,
2 including any and all costs or interest which may be a part of such order or
3 judgment, for all sums for which the County has been determined to be
4 liable.

5
6 In the event of any action brought challenging the provisions of this fair
7 share agreement, or the right of the Union and the County to enter into
8 such an agreement, after it is determined by an administrative body or a
9 court of competent jurisdiction that deductions made pursuant to the
10 provisions hereof are in any manner in conflict with the rights of the
11 challenging party, all sums which the County has agreed to deduct from
12 the earnings of the employees covered by the agreement and transmit to
13 the Treasurer of District No. 10, International Association of Machinists
14 and Aerospace Workers, except sums deducted pursuant to voluntary
15 checkoff cards on file with the employer, shall be placed in trust with First
16 Bank-Midland, pending the ultimate disposition of such action. In the
17 event the outcome of such action favors the continuance of the fair share
18 agreement, the monies held in trust, together with the interest earned
19 thereon, shall be paid to the Union upon entry of judgment in such action.
20

21 PART 4

22 23 4.01 RESOLUTION OF DISPUTES

24 The disputes between the parties arising out of the interpretation, application or
25 enforcement of this Agreement, including employee grievances, shall be resolved in the
26 manner set forth in the ensuing sections.
27

28 4.02 GRIEVANCE PROCEDURE

- 29 (1) APPLICATION: EXCEPTIONS. The grievance procedure shall not be
30 used to change existing wage schedules, hours of work, fringe benefits and

positions classifications established by ordinances and rules which are matters processed under other existing procedures. Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance.

(2) REPRESENTATIVES. An employee may choose to be represented at any step in the procedure by an Association representative of his/her choice. However, representation shall be limited at all steps of the procedure to those persons officially identified as a representative of the Union. The Union shall maintain on file with the Department of Labor Relations a current listing of officers and stewards.

(3) TIME OF HANDLING. Whenever practical, grievances will be handled during the regularly scheduled working hours of the parties involved.

(4) TIME LIMITATIONS. If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing. If any extension is not agreed upon by the parties within the time limits herein provided or a reply to the grievance is not received within time limits provided herein, the grievance shall be appealed directly to the next step of the procedure. Failure on the part of the Union to appeal a grievance to the next step of the procedure pursuant to the time limits outlined in the procedure shall cause the grievance to be settled.

(5) SETTLEMENT OF GRIEVANCES. Any grievance shall be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

(6) FORMS. There are two separate forms used in processing a grievance:

(a) Written Grievance Appeal Form;

(b) Grievance Disposition Form.

Procedures To Be Followed When Initiating A Written Grievance Appeal Form:

1. The employee alone or with his/her Union representative shall cite the specific rule, regulation or contract provision that was alleged to have been violated at the first step of the grievance procedure.
2. The employee alone or with his/her Union Representative shall in writing provide his/her immediate supervisor designated to hear grievances an explanation as to when, where, what, who, and why the employee believes that his/her contractual rights have allegedly been violated. The Written Grievance Appeal Form shall contain the date or time that the employee alleges that his/her contractual rights had been violated.
3. The employee alone or with his/her Union Representative shall detail, in writing, the relief the employee is requesting.
4. If more space is required than is provided for on the Written Grievance Appeal Form in order to comply with the provisions of this section, the employee shall be permitted to submit written attachments to said form.
5. The Written Grievance Appeal Form shall be prepared by the employee or with his/her Union Representative in a manner that is neat, clear, and discernible. The grievant(s) must sign the grievance. Failure of the grievant(s) to sign the grievance shall bar the grievance from being processed.
6. If the employee alone or with his/her Union Representative fails to follow section 4.02 (6) 1,2,3,4, and 5, the employee's immediate supervisor designated to hear grievances may return the Written Grievance Appeal Form to the employee for corrections. Failure on the part of the grievant to make the corrections shall serve as a bar to the grievance proceeding.

- 1 7. These procedures are to assist the employee, the Union, and
2 management in the resolution of grievances at their lowest
3 level of the grievance procedure. If they are not followed
4 they shall serve as a bar to the right of an employee to file a
5 grievance.

6 (7) STEPS IN THE PROCEDURE

7 (a) Step 1

- 8 1. The employee with his/her representative shall explain the
9 grievance verbally to his/her immediate supervisor
10 designated to respond to employee grievances.
11 2. The supervisor designated in paragraph 1 shall within 5
12 working days verbally inform the employee of his/her
13 decision on the grievance presented.
14 3. If the supervisor's decision resolves the grievance, the
15 decision shall be reduced to writing on a grievance
16 disposition form within 5 (five) working days from the date
17 of the verbal decision and a copy of said disposition shall
18 be immediately forwarded to the Director of Labor
19 Relations.

20 (b) Step 2

- 21 1. If the grievance is not settled at the first step, the employee,
22 or his/her Union representative, shall prepare the Written
23 Grievance Appeal Form and shall serve it upon the person
24 designated to receive grievances and shall present such
25 form to the supervisor designated in paragraph 1 to initial
26 as confirmation of his/her verbal response.

- 27 (a) The employee alone or with his/her Union
28 representative shall fill out the Written Grievance
29 Initiation Form pursuant to section 4.02 (6) 1, 2, 3,
30 4, 5, 6, 7, of this Agreement.

2. The employee alone or with his/her Union representative after receiving confirmation shall forward the grievance to his/her appointing authority or the person designated by him/her to receive grievances within fifteen (15) working days of the verbal decision.
3. The person designated in Step 2, Par. 2, will schedule a hearing with the person concerned and within fifteen (15) days from date of service of the Written Grievance Appeal Form, the Hearing Officer shall inform the aggrieved employee, the Director of Labor Relations, and the Shop Chairperson of the Union in writing of his/her decision.
4. The second step of the grievance procedure may be waived by mutual consent of the Business Representative of the Union or designee and the Director of Labor Relations or designee. If the grievance is not resolved at Step 2 as provided, the Union shall appeal such grievance within thirty (30) days from the date of the 2nd Step grievance disposition to Step 3.

(c) Step 3

1. The Director of Labor Relations or designee shall attempt to resolve all grievances timely appealed to the 3rd Step. The Director of Labor Relations or designee shall respond in writing by certified mail to the Union within 30 working days from the date of receipt by the Director of Labor Relations of the Step 2 Appeal.
2. In the event the Director of Labor Relations or designee and the Shop Chairperson of the Union or designee mutually agree to a resolve of the dispute, it shall be reduced to writing and binding upon all parties and shall

1 serve as a bar to further appeal. The Union shall mail, by
2 certified mail, with the appropriate Union signature to the
3 Director of Labor Relations' office, the Director's
4 disposition indicating their approval or disapproval of said
5 decision. The Union shall return the third step disposition
6 within 30 calendar days of the third step disposition.
7 Failure of the Union to respond shall mean the grievance is
8 withdrawn and shall serve as a bar to further appeal and
9 processing.

10 3. The 3rd Step of the grievance procedure shall be limited to
11 the Director of Labor Relations or designee and the
12 Business Representative of the Union and a Shop
13 Chairperson of the Union and representatives of the
14 appropriate appointing authority involved in each dispute.
15 The number of representatives at any Step 3 hearing may
16 be modified by mutual consent of the parties.

17 4. The Director of Labor Relations or designee shall have the
18 unilateral authority to modify any grievance disposition
19 rendered in Step 1 and/or Step 2 and shall within five (5)
20 days of the disposition, notify the union and the department
21 of any such modification. Within 15 days a step 3 hearing
22 shall be held.

23 (8) No grievance shall be initiated after the expiration of 45 calendar days
24 from the date of the grievable event and a grievance shall be considered
25 settled after one year from initiation unless it is pending disposition of
26 Arbitrator.

27 (9) Representation at hearings on group grievances shall be limited to 2
28 employees from among the group.

29 (10) At each successive step of the grievance procedure, the subject matter
30 treated and the grievance disposition shall be limited to those issues
31 arising out of the original grievance as filed.

1 (11) In those cases the grievance shall not be resolved in a manner inconsistent
2 with the existing collective bargaining agreement.

3 (12) A copy of all grievance dispositions shall be promptly forwarded to the
4 Business Representative of the Union and Shop Chairperson.

5 (13) The Union shall, in writing, notify the Director of Labor Relations or
6 designee within forty-eight (48) hours prior to the arbitration hearing of
7 the names of the employees the Union wishes to have released for the
8 arbitration hearing. The release of said employees shall be subject to the
9 review by the Director of Labor Relations or designee and shall be subject
10 to mutual agreement of both the Union and the Director of Labor
11 Relations. The release of employees shall not be unreasonably denied.
12

13 4.03 ACCESS TO WORK LOCATIONS

14 (1) Reasonable access to employee work locations shall be allowed to officers
15 of recognized employee organizations and their officially designated
16 representatives for the purpose of processing grievances or contacting
17 members of the organization concerning business within the scope of this
18 Agreement. Such access shall be permitted under the following terms and
19 conditions:

20 (a) When an employee wishes to initiate a grievance or has been
21 designated as an employee representative in accordance with
22 Section 4.02(2) of this Agreement to represent another employee in
23 the grievance procedure, he shall not leave his area of work
24 assignment until after having received authorization from his
25 supervisor. Notification of participation in the grievance
26 procedure shall be made as far in advance as possible. Every
27 reasonable effort will be made to excuse such employee to permit
28 Union representatives to meet with employees before the end of
29 the shift.
30

1 (b) When leaving his area of work assignment to participate in the
2 grievance procedure in another department, the employee shall
3 report his presence to the person in charge of such other
4 department to inform him of the purpose of his visit. He shall
5 conclude his business as expeditiously as possible and in such
6 manner as will not interfere with the normal operations of the
7 department.

8 (c) Upon completion of his business, he will return to his assigned
9 work area forthwith and shall notify supervision when he has done
10 so.

11 (2) Business Representatives of recognized employee organizations who are
12 not employees shall be governed by these procedures insofar as they are
13 applicable.

14 (3) Travel time, when required, shall be governed by the provisions of sec.
15 3.02 of the Agreement.

16 (4) Employees engaged in Union business in accordance with the provisions
17 of this section during working hours shall suffer no loss of pay or benefits.
18

19 4.04 ARBITRATION PROCEDURE

20 (1) To assist in the resolution of disputes arising under the terms of the
21 Agreement and in order to resolve such disputes, the parties agree to
22 petition the Wisconsin Employment Relations Commission to appoint an
23 arbitrator from their staff to resolve all disputes arising between the
24 parties.

25 (2) The filing of such a grievance shall not stay the effectiveness of any rule,
26 directive or order which gave rise to such grievance and any such rule,
27 directive or order shall remain in full force and effect, unless rescinded or
28 modified as a result of the Arbitrator's award.

29 (3) Arbitration may be initiated by the Union serving upon the County a
30 notice, in writing, of its intent to proceed to arbitration. The notice shall

- 1 identify the specific contract provision or working condition upon which it
2 relies, the grievance, the department, and the employees involved.
- 3 (4) For purposes of brevity, the term "arbitrator" shall refer either to a single
4 arbitrator or a panel of arbitrators, as the case may be.
- 5 (5) The following subjects shall not be submitted to arbitration:
- 6 (a) The statutory or charter obligations which, by law, are delegated to
7 the Milwaukee County Board of Supervisors.
- 8 (b) Disputes or differences regarding the classification of positions,
9 and elimination of positions.
- 10 (6) No issue shall be subject to arbitration unless the issue results from an
11 action or occurrence which takes place following the execution of this
12 Agreement.
- 13 (7) The arbitrator selected shall hold a hearing at a time and place convenient
14 to the parties within thirty (30) working days of the notification of
15 selection, unless otherwise mutually agreed upon by the parties, and
16 witnesses may be called. The arbitrator shall determine whether or not the
17 dispute is arbitrable under the express terms of this Agreement. Once it is
18 determined that a dispute is arbitrable, the arbitrator shall proceed in
19 accordance with this section to determine the merits of the dispute
20 submitted to arbitration.
- 21 (8) No award of any arbitrator may be retroactive for a period greater than
22 130 working days prior to the formal request for arbitration as herein
23 provided, nor shall it cover or include any period prior to the date of
24 execution of this Agreement.
- 25 (9) The Arbitrator shall neither add to, detract from, nor modify the language
26 of this Agreement in arriving at a determination of any issue presented that
27 is proper for arbitration within the limitations expressed herein. The
28 arbitrator shall have no authority to grant wage increases or wage
29 decreases.
- 30

1 (10) The arbitrator shall expressly be confined to the precise written issue
2 submitted for arbitration, and shall not submit declarations of opinion
3 which are not essential in reaching the determination of the question
4 submitted unless requested to do so by the parties. It is contemplated by
5 the provisions of this Agreement that any arbitration award shall be issued
6 by the arbitrator within sixty (60) working days after the notice of
7 appointment unless the parties to this Agreement shall extend the period in
8 writing by mutual consent.

9 (11) All expenses involved in the arbitration proceeding shall be borne equally
10 by the parties. Expenses relating to the calling of witnesses or the
11 obtaining of depositions or any other similar expense associated with
12 proceeding shall be borne by the party at whose request the witnesses or
13 depositions are required.

14 (12) The decision of the arbitrator when filed with the parties shall be binding
15 on both parties.

16
17 4.05 DISCIPLINARY SUSPENSIONS NOT APPEALABLE UNDER S. 63.10 WIS
18 STATS.

19 In cases where an employee is suspended for a period of 10 days or less by his
20 department head, pursuant to the provisions of s. 63.10, Stats., the Union shall have the
21 right to refer such disciplinary suspension to the arbitrator who shall proceed in
22 accordance with the provisions of s. 4.04(3). Such reference shall in all cases be made
23 within 60 working days from the effective date of such suspension. The decision of the
24 arbitrator shall be served upon the Department of Labor Relations and the Union. In such
25 proceedings the provisions of sec. 4.04(3) shall apply.

26
27 4.06 REPRESENTATION AT DISCIPLINARY HEARINGS

28 (1) At meetings called for the purpose of considering the imposition of
29 discipline upon employees, the employee shall be entitled to Union
30 representation but only at the administrative level at which suspension

1 may be imposed or effectively recommended, that is, at the level of the
2 appointing authority or his designee for such purposes.

3 (2) It is understood and agreed that such right is conditioned upon the
4 following:

5 (a) At the hearing before the appointing authority or designee for
6 disciplinary purposes, the employee may be represented by Union
7 officials equal to the number of management officials present at
8 such hearing.

9 (b) The meeting at which the Union official is permitted to be present
10 shall not be an adversary proceeding. The Union official may
11 bring to the attention of the appointing authority or designee any
12 facts which he considers relevant to the issues and may
13 recommend to the appointing authority on behalf of the employee
14 what he considers to be the appropriate disposition of the matter.
15 The employee shall not be entitled to have witnesses appear on his
16 behalf nor shall the supervisory personnel present at such hearing
17 be subject to cross-examination or harassment. These restrictions
18 recognize that the purpose of Union representation at such hearings
19 is to provide the employee with a spokesman to enable him/her to
20 put the case before the appointing authority and, further, to apprise
21 the Union of the facts upon which the decision of the appointing
22 authority or designee is made. These restrictions are in recognition
23 of the further fact that, in accordance with other terms and
24 concessions of this Agreement, the employee has recourse from the
25 decision of the appointing authority or designee to the arbitrator
26 where the employee is entitled to a full measure of due process.

27 (c) Recognizing that discipline is most effectively imposed as
28 contemporaneously as possible with the incident leading to
29 discipline, it shall be the obligation of the employee to make
30 arrangements to have his Union representative present at the time

1 the meeting is set by the appointing authority or designee to
2 consider the imposition of discipline. In order to carry out the
3 intent of this Agreement, written notice of the meeting shall be
4 provided to the employee and the Union not less than 48 hours
5 prior to such a meeting, and such notice shall be accompanied by a
6 brief statement of the basis for the proposed discipline. The
7 inability of the employee to secure the services of any particular
8 Union representative shall not be justification for adjourning such
9 hearings beyond the date and time originally set by the appointing
10 authority.

- 11 (d) Nothing contained herein shall in any way limit the authority of
12 supervisory staff to impose summary discipline where the
13 circumstances warrant such action. If summary discipline is in the
14 form of a suspension, it is understood that a review of the action of
15 the supervisor will be made at the level of the appointing authority
16 or designee to review the action taken by the immediate
17 supervisor. Hearings to review such summary suspensions shall be
18 held as soon as practicable at the level of the appointing authority
19 or his designee. At such hearing the employee shall be entitled to
20 the rights set forth herein.

23 PART 5

25 5.01 SUCCESSORS AND ASSIGNS

26 In the event any institution, department or other County function is taken over by any other
27 governmental agency, the County will make every effort to persuade the successor agency to
28 hire affected employees and to adopt and maintain in force the present wages, hours and
29 conditions of employment to which the affected employees are entitled under the existing
30 bargaining agreement.

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5.02 ENTIRE AGREEMENT

The foregoing constitutes the entire Agreement between the parties by which the parties intend to be bound and no verbal statement shall supersede any of its provisions. All existing ordinances and resolutions of the Milwaukee County Board of Supervisors affecting wages, hours and conditions of employment not inconsistent with this Agreement are incorporated herein by reference as though fully set forth. To the extent that the provisions of this Agreement are in conflict with existing ordinances or resolutions, such ordinances and resolutions shall be modified to reflect the agreements herein contained.

5.03 SAVING CLAUSE

If any article or part of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

5.04 COLLATERAL AGREEMENTS

From time to time it may be necessary to vary from the terms of this Agreement in order to take into account changing circumstances. When the Union and the Employer determine that a modification should be made, the parties agree to do so in writing and in compliance with this Section of the Agreement.

Agreements of this type will be entered into only by the President of the Union. The signature of the President on any document reflecting an agreement with the County shall be binding. The same presumption shall apply to the signature of the County official with whom the understanding has been negotiated.

All collateral agreements shall be executed by the appropriate County official and authorized and signed by the Director of Labor Relations.

DATED AT MILWAUKEE, WISCONSIN, THIS 25th day of October, 2007.

(Three copies of this instrument are being executed all with the same force and effect as though each were an original.)

DISTRICT NO. 10, INTERNATIONAL
ASSOCIATION of MACHINISTS
and AEROSPACE WORKERS

COUNTY OF MILWAUKEE,
a municipal body corporate

By: William F. Christ
William Christianson
Business Representative

By: Scott Walker
Scott Walker
County Executive

By: Russell Weber
Russell Weber
Milwaukee County
Machinists Group

By: Mark Ryan
Mark Ryan
County Clerk

IN PRESENCE OF:

IN PRESENCE OF:

Gregory L. Gracz
Gregory L. Gracz
Director of Labor Relations

APPROVED FOR EXECUTION

Timothy D. Schwan
Deputy Corporation Counsel